

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF PENNSYLVANIA**

In re: : Chapter 7
Joseph C. Klinger and :
Kenneth W. Klinger, :
Debtors. : Bankruptcy No. 21-10893-MDC

ORDER

AND NOW, on May 13, 2021, Joseph C. Klinger and Kenneth W. Klinger (the “Debtors”) caused to be filed a reaffirmation agreement with creditor Ally Bank (the “Reaffirmation Agreement”).¹

AND, 11 U.S.C. §524(m)(1) provides that a reaffirmation agreement shall be presumed to be an undue hardship on the Debtors if the Debtors’ monthly income less the Debtors’ monthly expenses as shown on the statement in support of the Reaffirmation Agreement required under 11 U.S.C. §524(k)(6)(A) is less than the scheduled payments on the reaffirmed debt.

AND, it appears from the Reaffirmation Agreement and the Debtors’ schedules that the Reaffirmation Agreement may constitute an undue hardship because, if approved, the Reaffirmation Agreements will result in the Debtors having a negative net income of \$1,984.00.

It is hereby **ORDERED** and **DETERMINED** that:

1. There is a presumption that the Reaffirmation Agreement would impose an undue hardship on the Debtors that has not been rebutted in writing. *See* 11 U.S.C. §524(m)(1).
2. Pursuant to §524(m)(1), a hearing shall be held on **June 23, 2021, at 10:30 a.m.**, in **Bankruptcy Courtroom No. 2, U.S. Bankruptcy Court, 900 Market Street, Philadelphia, Pennsylvania**, to determine whether the Reaffirmation Agreement will be disapproved (“the §524(m)(1) Hearing”).

¹ Bankr. Docket No. 12.

3. Pending the conclusion of the §524(m)(1) Hearing, the discharge order under 11 U.S.C. §727(a) shall not be entered. *See* Fed. R. Bankr. P. 4004(c)(1)(K).

Dated: June 2, 2021



MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE

George R. Tadross, Esquire
Tadross Law
128 Chestnut Street, Suite 204
Philadelphia, PA 19106

Christine C. Shubert, Esquire
821 Wesley Avenue
Ocean City, NJ 08226

United States Trustee
Custom House
200 Chestnut Street, Suite 502
Philadelphia, PA 19106-2912